

INSPECTOR GENERAL REPORT

2007-12-0262

April 17, 2008

CONTRACT WITH THE OFFICE OF THE GOVERNOR

Inspector General David O. Thomas, after an investigation by Special Agent Chuck Coffin, reports as follows:

The Office of the Inspector General ("OIG") first became aware of this request to investigate through a December 5, 2007 newspaper article in the *Indianapolis Star* which outlined a letter dated December 4, 2007. Exhibit A. The letter was written by reporting party ("RP") Dan Parker in his official capacity as Chair of the Indiana Democratic Party. This letter was delivered to the OIG subsequent to the publishing of the newspaper article and a related internet posting. Exhibits B and C.

The RP in his letter accused a Cameron Savage ("Contractor") of violating the Code of Ethics and requested an investigation into Contractor's six-month employment contract ("contract") with the Office of the Governor and "The Mitch for Governor Campaign Committee ("Campaign").

Specifically, the RP in his letter requested answers to five questions which are addressed in the below findings.

I.

An investigation commenced. Witnesses were interviewed, including Contractor and multiple persons from the Office of the Governor. An interview request was made to the RP but was declined. Exhibit D.

Documents were obtained and reviewed. These included the contract, documents relating to the cancellation of the contract, e-mails from the relevant parties, and the open records requests made to the Office of the Governor by the RP and the responses thereto.

Legal research was also conducted. This included the definitions within the Code of Ethics as alleged by RP in his requesting letter.

II.

The OIG has jurisdiction to investigate matters which may violate the Indiana Code of Ethics. IC 4-2-7-3(3). The OIG is also "responsible for addressing fraud, waste, abuse and wrongdoing in agencies." IC 4-2-7-2(b). The OIG is to conduct investigations and "recommend policies and carry out other activities designed to deter, detect, and eradicate fraud, waste, abuse, mismanagement, and misconduct in state government." IC 4-2-7-3(2).

Ethics investigations are confidential unless the State Ethics Commission determines probable cause exists for a violation or if the respondent waives confidentiality. IC 4-2-6-4(b)(2)(E). Contractor has notified the OIG he waives this statutory confidentiality.

III.

The OIG addresses the RP's questions as presented.

1.

RP first requests an OIG investigation on:

"The amount of the contract between [Contractor] and the Governor's Office compared to the duties outlined therein. Was it in the taxpayers' best interest to agree to pay [Contractor] the equivalent of \$140,000 a year for the services he provided? Did the contract promote government efficiency?"

Exhibit A, supra.

Findings

The RP is incorrect in alleging that the six-month contract was for an annual amount of \$140,000. The Executive Document Summary incorrectly lists \$70,000 in box six as the "total amount [of] this action," but the contract, itself, specifies a monthly payment of \$5,833.

$$5,833 \times 6 = 34,998$$

Exhibit E (page one of the contract, paragraph two).

This monthly amount of \$5,833 also matches the actual payment by the Office of the Governor to Contractor for his 16 days of employment.

\$3,888.89 in total paid to Contractor = 16 of the 24 work days in May of 2007 @ \$5,833 per month Exhibits F, G, H, I and J.

Although a subjective determination, we cannot say that an annualized salary of \$69,996 for a Communications Consultant for the Office of the Governor is inefficient and against the taxpayers' interests.

2.

RP requests an OIG investigation on a second matter:

"Any overlap between [Contractor's] publicly funded duties and his official campaign duties. When did he begin his role with the campaign? When, if at all, was his publicly funded contract officially terminated? How much was he paid under that contract? How much was he paid by the campaign?"

Exhibit A, supra.

Findings

RP offers no evidence on this issue other than his allegation that:

"[B]eginning as early as July 2007, media reports indicate that [Contractor] was publicly speaking on behalf of Gov. Daniels' re-election campaign... [I]f the appearance that [Contractor] was simultaneously working both for a political campaign and as a publicly funded contractor in the Governor's Office does not beget an official investigation by our office, then I'm afraid I do not understand what function your office fulfills...."

Exhibit A, *supra*.

RP's allegation that Contractor was employed by the Office of the Governor in July of 2007 is incorrect. Assuming that the unidentified July 2007 statements were made as alleged, the evidence shows that Contractor and the Office of the Governor terminated his contract on May 22, 2007, the date he commenced his new employment with the Campaign. Exhibits F and G, *supra*, and K.

These documents were supplied to the RP's Communication Director on December 5, 2007 by the Office of the Governor in response to the RP's Access to Public Records request made the day before. Exhibit L (cover letter; for

attachments to cover letter, see Exhibits E, F, G, H and I, *supra*).

A timeline of these events is as follows:

May 1, 2007 Contractor begins work for the Office of the Governor. (Exhibit E, *supra*).

May 22, 2007 Contractor ends work with the Office of the Governor and begins work with Campaign (Exhibits F, G and L, *supra*).

July 2007 Unidentified statements by Contractor (Exhibit A, *supra*)

Dec. 5, 2007 RP's letter requesting investigation published in *Indianapolis Star* article (Exhibits A and B, *supra*)

This physical evidence (Exhibits E - J) showing these dates was further corroborated through the interviews.

We find no evidence to support the RP's allegation that Contractor performed work for the Campaign while employed under contract by the Office of the Governor and have gone beyond RP's allegations by conducting interviews and reviewing correspondence, documentation, and computer e-mail files. *See e.g.* Exhibits B, E, F, G, H, I, J, K and L.

3.

RP requests the OIG to investigate a third matter:

"What deliverables were provided by [Contractor] to the State under his publicly funded contract?"

Exhibit A, *supra*.

Findings

In the 16 days that Contractor worked for the Office of the Governor, his

supervisor Betsy Burdick stated that Contractor set up a computer correspondence generation and tracking program that has been used at the federal level, something the Governor's Office did not have previously. She also stated that Contractor developed and coordinated standard language for releases to be issued by agencies and the Governor's Office.

Contractor's Invoice for payment under "Services Performed" states:

"Contractor performed services enumerated in the above listed contract on file with the Office of the Governor. These duties among other things include serving as a Communications Consultant to the Office of the Governor, working with agencies on content for various publications, drafting talking points, working with constituent services on responses to inquires [sic] made to Governor's office, attending meetings to assist in effective communication."

Exhibit H, *supra*.

No evidence contradicts this evidence, including the evidence from the interviews, correspondence, documentation, or computer e-mail files.

The RP further does not provide any evidence to the contrary. Exhibit A, *supra*.

4.

RP requests the OIG to investigate a fourth matter:

"Pursuant to 40 IAC 2-1-4, was [Contractor] a state employee during the time his publicly funded contract was in effect? The definition of an 'employee' includes 'an individual who contracts with an agency for personal services for more that thirty (30) hours a week for more than twenty-six (26) weeks during any one (1) year period.'

Exhibit A, supra.

Findings

40 IAC 2-1-4 as cited by the RP was overruled in Public Law 2005-222.

The definition of an "employee" is now found in IC 4-2-6-1(7).

Under the former definition as cited by RP in 40 IAC 2-1-4, Contractor was not an "employee" for purposes of applicability of the Code of Ethics.²

However, Contractor was an "employee" for purposes of the Code of Ethics under the newer, expanded application of the Code of Ethics because he was "an individual who contract[ed] with an agency for personal services." IC 4-2-6-1(7), overruling 40 IAC 2-1-4.

5.

The RP's fifth and final request for the OIG to investigate is stated:

If [Contractor] was considered a state employee for the duration of his contract, did he violate state ethics rules with respect to prohibited political activity?

Findings

No evidence revealed that Contractor performed work for the Campaign while employed under the contract by the Office of the Governor. The OIG expanded its investigation beyond RP's allegations by conducting interviews and examining correspondence, documentation, and computer e-mail files, and found no evidence to support RP's contention. See e.g. Exhibits B, E, F, G, H, I, J, K

¹ Public Law 2005-222 amended the law to define an "employee" for purposes of application of the Code of Ethics as follows: "Employee" means an individual, other than a state officer, who is employed by an agency on a full-time, a part-time, a temporary, an intermittent, or an hourly basis. The term includes an individual who contracts with an agency for personal services, for more than thirty (30) hours a week for more than twenty six (26) weeks during any one (1) year period [sic].

² Under the previous definition of an employee in 40 IAC 2-1-4, Contractor was not an "employee" because his contract period was from May 1, 2007 through October 31, 2007, this being 128 days which translates to 25 weeks and 3 days. The investigation shows that Contractor worked 7.5 hour days from Monday through Friday. This point is moot, however, since the new and expanded Code of Ethics deems him an "employee" for purposes of applicability of the Code.

and L.

The RP's only allegation of an ethical violation is in the unidentified statements by Contractor in July of 2007, more than one month after Contractor's separation from employment from the Office of the Governor. Exhibits F, G, and H, *supra*.

CONCLUSION

For all of the above reasons, the OIG finds no violation of the Code of Ethics.

Dated this 17th day of April, 2008.

David O. Thomas, Inspector General

December 4, 2007

VIA HAND DELIVERY

Dave Thomas Inspector General Office of Inspector General 150 West Market Street, Room 414 Indianapolis, IN 46204

Dear Mr. Thomas:

I am writing to formally request that you investigate the appearance of ethical impropriety created by a contract signed earlier this year between the Office of Gov. Mitch Daniels and gubernatorial campaign spokesman Cam Savage.

Under the contract, which took effect May 1, 2007, Savage was to receive \$70,000 for six months of work as a Communications Consultant. His duties were to include "work with agencies on content for their newsletters and other publications, draft talking points, work with constituent services to develop and approve language to respond to mail and or inquiries made to the Governor's office, attend meetings to assist in the effective communication of the message of the Governor's office and the administration, assist in the content development for the Governor's website, and all such other duties as assigned to him from time to time.

The contract, as executed, did not expire until Oct. 31, 2007.

However, beginning as early as July 2007, media reports indicate that Savage was publicly speaking on behalf of Gov. Daniels' re-election campaign.

It is unknown whether or how much he was paid for his campaign-related duties.

If the appearance that Savage was simultaneously working both for a political campaign and as a publicly funded contractor in the Governor's Office does not beget an official investigation by your office, then I'm afraid I do not understand what function your office fulfills.

Specifically, I would request that you look into the following facets of this situation:

- 1. The amount of the contract between Savage and the Governor's Office compared to the duties outlined therein. Was it in the taxpayers' best interest to agree to pay Savage the equivalent of \$140,000 a year for the services he provided? Did the contract promote government efficiency?
- 2. Any overlap between Savage's publicly funded duties and his official campaign duties. When did he begin his role with the campaign? When, if at all, was his



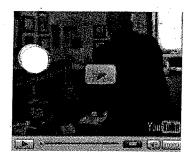
- publicly funded contract officially terminated? How much was he paid under that contract? How much was he paid by the campaign?
- 3. What deliverables were provided by Savage to the State under his publicly funded contract?
- 4. Pursuant to 40 IAC 2-1-4, was Savage a state employee during the time his publicly funded contract was in effect? (The definition of an "Employee" includes "an individual who contracts with an agency for personal services for more than thirty (30) hours a week for more than twenty-six (26) weeks during any one (1) year period." Savage's contract spanned a term of twenty-six (26) weeks and one (1) day.
- 5. If Savage was considered a state employee for the duration of his contract, did he violate state ethics rules with respect to prohibited political activity?

I would like to thank you in advance for your attention to this important matter. I know how important the appearance of ethical impropriety is to this administration, and I hope my bringing this to your attention is helpful.

I look forward to hearing from you soon.

Daniel J. Parker Chair

Exhibit B



André Carson, the Democratic Party's nominee for the Special Congressional Election on March 11th, files at the Statehouse.

- Video Clips
- Press Releases
- Talking Points

Democrats request ethics investigation

FOR IMMEDIATE RELEASE December 4, 2007

Democrats request ethics investigation Public contract for political operative raises questions

IANAPOLIS - Indiana Democratic Party Chair Dan Parker today requested that the Office of Inspector General formally investigate the appearance of impropriety created by a \$70,000, six-month contract awarded to a political operative who works for Gov. Mitch Daniels' campaign.

Under the publicly funded contract, which was executed May 1, 2007, gubernatorial campaign spokesperson Cam Savage was to receive \$70,000 for six months of work as a Communications Consultant in the Governor's Office. The original contract expired on Oct. 31.

However, beginning as early as July 2007, media reports indicate that Savage was publicly speaking on behalf of Gov. Daniels' re-election campaign.

"Something doesn't look right here," Parker said of the relationship. "When he ran for office, Mitch Daniels promised taxpayers that he would use their money efficiently and ethically. Here we have a situation that appears to satisfy neither promise."

Parker, in a hand-delivered, written request, asked Inspector General Dave Thomas to look into any overlap between Savage's publicly funded work in the Governor's Office and his campaign-related duties.

He further asked Thomas to determine whether Savage's political work violated the state employee prohibition on political activity.

"This goes straight to the top, and it's unfortunately the kind of thing we've come to expect from this administration," P i er said.

He pointed to the ethical turmoil surrounding high-ranking officials such as former Family & Social Services

Exhibit B

Administration CFO Dick Rhoad, whose lucrative contract with the agency was revoked after a media investigation; former Indiana Criminal Justice Institute Director Heather Bolejack, who was publicly terminated by the Governor for ged mismanagement of public funds; and former FSSA chaplain Michael Latham, who was terminated for failure to adequately perform the duties of a job the Governor created specifically for him.

"While average working Hoosiers struggle to get by in a tough economy, taxpayer-funded sweetheart deals have become the norm for Mitch Daniels' friends and operatives," Parker said. "I certainly hope the Inspector General will seriously look into this latest case."

In addition to the request for the Inspector General to investigate Savage's contract, the Indiana Democratic Party submitted a records request to the Governor's Office asking for documentation detailing the work Savage performed in exchange for any compensation received under his contract.

Copies of both documents and an unofficial copy of the contract obtained from the Department of Administration procurement website are attached to this release.

For more information: Jennifer Wagner, 317-231-7125 or 317-752-6497

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Paid for and authorized by the Indiana Democratic Party, Daniel J. Parker, Chair. This communication is not authorized by any candidate or candidate committee.



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Exhibit C



December 5, 2007

Ethics probe sought over Daniels' aide

Democrats want state to look into job held by man who became campaign spokesman

By Mary Beth Schneider mary.beth.schneider@indystar.com December 5, 2007

The Indiana Democratic Party is asking for an ethics investigation into Gov. Mitch Daniels' campaign spokesman being on the government payroll for 16 days earlier this year.

Cam Savage, who is press secretary for Daniels' re-election campaign, was hired by the governor's office to be a communications consultant.

The personal services contract was discovered this past weekend by Jennifer Wagner, press secretary for the state Democratic Party, during a routine search of state records.

Jane Jankowski, Daniels' press secretary in the governor's office, said Savage worked for the governor from May 1 to May 22, and was paid \$3,888.89 for 16 days of work. She declined to comment on the ethics complaint.

Savage denied any wrongdoing.

a lot of stuff. I was at a lot of meetings. I worked on correspondence and communications-type stuff. I was working. I don't know how else to put it," he said.

The contract called for Savage to be paid \$5,833 per month from May 1 through Oct. 31 -- about \$35,000.

Savage said he took the job not knowing he would soon have the opportunity to work on the governor's campaign.

"I didn't know I'd be offered the campaign job, and I jumped at the chance to take it," he said.

Indiana Democratic Party Chairman Dan Parker, who hand-delivered the complaint asking Indiana Inspector General Dave Thomas to look into any overlap between Savage's state and political jobs, said that "something doesn't look right here."

He also asked Thomas to determine whether Savage's political work violated the state employee prohibition on political activity on the taxpayer's dime.

"While average working Hoosiers struggle to get by in a tough economy, taxpayer-funded sweetheart deals have become the norm for Mitch Daniels' friends and operatives," Parker said in a statement. "I certainly hope the inspector general will seriously look into this latest case."

Indiana Republican Party Chairman Murray Clark said he was outraged by the Democrats' complaint.

"This is typical character assassination, a personal attack on a young person who's done pothing wrong," Clark said.

Exhibit D

Coffin, Chuck

၁m:

Thomas, David

Sent:

Thursday, January 17, 2008 9:05 AM

To:

Coffin, Chuck

Subject: FW: IG

I asked the receptionists and they said he didn't show up. I also went to other business yesterday afternoon when I saw by noon that he hadn't responded to my Jan 7 email. Let's talk. I suggest we continue on next week if we hear nothing back.

From: Dan Parker [mailto:dparker@indems.org]
Sent: Wednesday, January 16, 2008 1:02 PM

To: Thomas, David Subject: RE: IG

Mr. Thomas,

I have the documents we obtained via the internet plus the information supplied via our FOIA requests. I don't know what else I can add, but I will drop the documents off to your office and answer any questions you have. It will probably be this afternoon.

Thank you for your efforts on behalf of our State.

Dr J. Parker Standar Chair Indiana Democratic Party One North Capitol Ave., Suite 200 Indianapolis, Indiana 46204 office: 317-231-7115 fax: 317-231-7129

----Original Message----

From: Thomas, David [mailto:dathomas@ig.IN.gov]

Sent: Monday, January 07, 2008 12:31 PM

To: Dan Parker **Subject:** IG

Dan,

We'd like to interview you on the Cam Savage case you requested us to investigate to make sure and receive all the information. It would also be helpful if you would bring a copy of the relevant documents. Would you be available anytime next Wednesday, January 16, 2007? Thank you.

David

Office of Inspector General 150 West Market Street, Room 414 Indianapolis, Indiana 46204

15. Requisition Number:

ENCY INFORMATION

14. Name of agency: Office of the Governor

State House Room 206 Indianapolis, IN 46204

16. Address:



EXECUTIVE DOCUMENT SUMMARY Satisfic of the Property of the Control of the Control

Instructions for completing the EDS and the Contract process.

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1. EDS Number: A1-7-SAVAGE	2. Date prepared: May 4, 2007	17. Name: Betsy Burdick	18. Telephone #: 233-9997				
	CONTRACTS & LEASES	19. E-mail address <u>bburdick@gov.ir</u>	n.gov				
X Professional/Personal S			NFORMATION				
Grant Lease	Maintenance License Agreement	20. Name: Stephanie Russo	21. Telephone #: 234-4090				
Attorney MOU QPA	Amendment# Renewal # Other	22. E-mail address: srusso@gov.in.go					
	FISCAL INFORMATION	VENDOR I	NFORMATION				
		23. PeopleSoft Vendor Number: xxx-x	∝-9741				
4. Account Number:1000/100300	5. Account Name: _ Governor's Office	24. Name: Cameron Savage	25. Telephone:				
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36. Statutory Authority (<i>Cite</i> a	applicable Indiana or Federal Codes):						
27 Description of work and is	ALE ALL AND						
Contractor shall serve as the	ustification for spending money. (<i>Please give a br</i> .) Office of the Governor as a Communications Const	<i>det description of the scope of work include</i> ultant.	ed in this agreement.)				
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20 Justification of condensati	ordina and determination of						
30. Justilication of vendor sek	ection and determination of price reasonableness:						
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39. If this contract is submitte	d late, please explain why: (Required if more tha	an 30 days late.)					

Agency fiscal officer or representative approval

41. Date Approved

42. Budget agency approval

43. Date Approved

44. Attorney General's Office approval

45. Date Approved

46. Agency representative receiving from AG

47. Date Approved

PERSONAL SERVICES CONTRACT

This Contract, entered into by and between the State of Indiana, by and through the Office of the Governor, (the "State"), and Cam Savage (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall serve the Office of the Governor as a Communications Consultant. His duties will include, but not be limited to: work with agencies on content for their newsletters and other publications, draft talking points, work with constituent services to develop and approve language to respond to mail and or inquiries made to the Governor's office, attend meetings to assist in the effective communication of the message of the Governor's office and the administration, assist in the content development for the Governor's website, and all such other duties as assigned to him from time to time.

Contractor shall be provided with all the necessary computer equipment, email service, phone service, and workspace needed to complete the duties set forth herein. Contractor shall report directly to the Governor's Deputy Chief of Staff and Director of Intergovernmental Affairs.

- 2. Consideration. The Contractor will be paid at the rate of five thousand eight hundred thirty-three dollars (\$5,833) per month for performing the duties in Section 1 of this Contract. Total remuneration under this Contract shall not exceed seventy thousand dollars (\$70,000). The aggregate of the monthly payments made hereunder shall be the sole amount paid by the State to the Contractor to perform the duties contemplated in Section 1. The Contractor will, on or about the end of each month, submit an invoice (which form shall be provided by the State and include a reasonably detailed description of the duties performed) to the State for the payment due for the prior month.
- 3. Term. This Contract shall commence on May 1, 2007 and shall remain in effect through October 31, 2007, unless renewed or extended by mutual agreement of the parties in accordance with section 28 or unless earlier terminated in accordance with the provisions of this Contract.
- 4. Access to Records. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. He shall make such materials available at his office at all reasonable times during the term of this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 5. Assignment; Successors. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent; provided, however, that the Contractor may employ or contract with such persons as are necessary to assist him in performing the duties contemplated hereby. The Contractor may assign his right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party. In the event the Contractor forms a new legal entity for the purpose of carrying out the duties contemplated by this Contract, the Contractor shall, as provided above, obtain the State's prior written consent to the assignment of this Contract to such new entity.
- 6. Audits. Contractor acknowledges that he may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

7. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

8. Compliance with Laws.

- A. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require written modification.
- C. The Contractor certifies by entering into this Agreement, that he is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in her payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that he has no current or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that he will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual-device issued pursuant to this Contract. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that he be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- G. The Contractor warrants that the Contractor shall obtain and maintain all required registrations, permits, licenses, and approvals, required in connection with the services provided under this Contract. Failure to do so is a material breach of the Contract and grounds for immediate termination of this Contract and denial of further work with the State. Without limiting the generality of the foregoing, and to the extent required by applicable law or regulation, the Contractor will register with Congress and will comply with the federal regulation of Lobbying Act (2 U.S.C.261-270) or any

successor legislation and any other applicable laws or regulations governing activities of the kind in which the Contractor is expected to engage hereunder.

- H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until he is current in his payments on his liability to the State and has submitted proof of such payment to the State.
- I. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
 - J. Compliance with Telephone Solicitations Act: As required by IC 5-22-3-7:
- 1. the Contractor and any principals of the Contractor certify that
 - a. the Contractor, except for de minimis and nonsystemstic violations, has not violated the terms of
 - i. IC 24-4.7 (Telephone Solicitation of Consumers).
 - ii. IC 24-5-12 (Telephone Solicitations), or
 - iii. IC 24-5-14 (Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - b. the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- 2. the Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor;
 - except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - b. will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- 9. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the State, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.
- 10. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.
- 11. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, and in addition to the Contractor's confidentiality obligations under the attorney-client privilege and applicable rules of professional responsibility, the Contractor promises and assures that data, material, and

information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

12. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party" means:

1. The individual executing this Contract;

- 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
- 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The State may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The State will not exercise its right of cancellation under section B, above, if the Contractor gives the State an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.
- 13. Continuity of Services. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to use his best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated hereby.
- 14. Debarment and Suspension. The Contractor certifies, by entering into this Contract, that neither he nor his principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency, branch of government, or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- 15. **Disputes.** Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- A. The Contractor agrees that, the existence of a dispute notwithstanding, he will continue without delay to carry out all his responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform his responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

- B. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- 16. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that he will provide a drug-free workplace by:

- A. Publishing and providing to all of his employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform his employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.
- 17. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- 18. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 19. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. Contractor specifically consents to this jurisdiction.
- **20. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or his subcontractors, if any. The State shall **not** provide such indemnification to the Contractor.
- 21. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
- A. Without limiting the generality of the foregoing, Contractor enters into this Contract, and will remain throughout the term of this Contract, an independent contractor. Contractor shall retain control over the manner, means and times of performing the duties and services described in Section 1 above. Contractor is not entitled to the rights or benefits afforded to State employees, including disability or unemployment insurance, worker's compensation benefits, medical insurance, sick leave, or any other employment benefits. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, and other insurance, as well as training, permits, and licenses for Contractor and for Contractor's employees and subcontractors, if any.
- **B.** Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the State to Contractor for services under this Contract. Contractor agrees to indemnify the State for any claims, costs, losses, fees, penalties, interest, or damages suffered by the State resulting from Contractor's failure to comply with this provision.

C. Contractor may, at Contractor's expense, use any employees or subcontractors as Contrac	tor
deems necessary to perform the services required of Contractor by the Contract. The State shall not	
control, direct, or supervise Contractor's employees or subcontractors in the performance of those	
services.	

- **D.** Contractor shall not have any purchasing or procurement authority on behalf of the State of Indiana and shall not be considered a state employee or special state appointee for any purpose.
- E. As and independent contractor, Contractor shall not be subject to any special post employment restrictions inherent with normal State employment including both the Revolving Door rule and the Executive Branch Lobbying rule.
- 22. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- 23. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and his subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- **24.** Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of the Governor Attn: Betsy Burdick, Deputy Chief of Staff Indiana Statehouse 200 W. Washington Street, Room 206 Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Cam Sav	age
Address:	
	A CONTRACTOR OF THE PROPERTY O

25. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

- 26. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.
- 27. Renewal Option; Extension Upon Mutual Agreement. This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Notwithstanding anything in the foregoing to the contrary, the term of the Contract may be extended on the same terms and conditions on a month-to-month basis upon the expiration of the original term on May 31, 2007. Any such extension shall be set forth in writing and signed by both parties, and shall be subject to the approval of the Commissioner of the Department of Administration and the State Budget Director.
- 28. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
- 29. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 30. Taxes. The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.
- 31. Termination. This Contract may be terminated by either party by providing thirty (30) days' prior written notice to the other party. The termination shall be effective on the expiration of the 30 day period following delivery of such notice. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed or expenses incurred after the effective date of termination.
- 32. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.
- 33. Third Party Beneficiaries. Upon the agreement of the Contractor and the Governor, the Contractor may from time to time provide services hereunder for the benefit of other Indiana state agencies who are not parties hereto. Such other agencies shall be deemed third party beneficiaries under this Contract and shall, in connection with any such services, have the rights and obligations of the State hereunder as if they were original signatories to this Agreement.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the Contractor, that he has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

The remainder of this page has been left blank intentionally.





In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Cam Savagez	
By: Many Acar	_
Printed Name: Cam Savage	
Title:	
Date: - 4/27/07	
Office of the Governor:	
By: Unde & Samuel	
Printed Name: Anita Samuel	-
Printed Name: Anita Samuel Title: Ast General Course	
Date: 4/26/07	_
	_
Office of Management and Budget	
AITI	
my (for)	. ~
Charles Schalliol	
Director 7/2/02	
Director 5/2/07	_
Department of Administration	
(for)	
Carrie Henderson	
Commissioner Date: $0 \le -61 - 3667$	
Date: P3-P1-8PD1	-
Approved as to Form and Legality:	
Office of the Attorney General	
- III THE THE INC I GENERAL	
Ktanlan Cartar (for)	
Stephen Carter	
Attorney General	
Date: //ax 7 900 7	

May 22, 2007

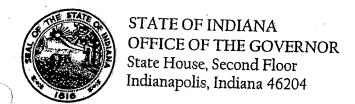
Betsy Burdick Deputy Chief of Staff Office of Governor Mitch Daniels

Ms. Burdick,

Please accept this letter as written indication of my resignation, under the terms of our contract, effective today, May 22, 2007.

Sincerely,

Cameron D. Savage



Notice of Contract Termination May 23, 2007

Pursuant to Section 31 of the Personal Services Contract between the State of Indiana (the "State") and Cameron Savage ("Contractor"), dated Tuesday, May 1, 2007, the undersigned parties hereby mutually agree to the immediate termination of the above referenced contract and waive application of the thirty (30) day notice requirement.

Termination of this contract will be effective starting at midnight on Tuesday, May 22, 2007. The State shall remain liable for payment of any and all services rendered prior to the effective date of termination.

Signed:

ameron Savage

Anita K. Samuel, for

State of Indiana, Office of the Governor



<u>Invoice for Professional Services</u> EDS#: A1-7-Savage

Contractor:

Cam Savage, Communications Consultant

Services Performed:

Contractor performed services enumerated in the above listed contract on file with the Office of the Governor. These duties among other things include serving as a Communications Consultant to the Office of the Governor, working with agencies on content for various publications, drafting talking points, working with constituent services on responses to inquires made to Governor's office, attending meetings to assist in effective communication.

Rate for Services:

\$5,833 per Month

Period of Services:

May 1, 2007 – May 22, 2007

Total Due for this Period:

\$3,888.89

Please Remit Payment to:

Cam Savage

Indianapolis, IN 46202

Signed & Submitted:

Exhibit I



CLAIM - VOUCHER

State Form 11294 (R4/1-96)
Approved by the State Board of Accounts, 1996.

Name of Agency personnel who prepared this claim.				
Name:	Phone:			
Pam M Fritz	317/232-2588			

INSTRUCTIONS: This agency is requesting disclosure of your Social Security Number in accordance with I.C. 4-1-8.

		VENDOR I	NFORMATION			· · · · · · · · · · · · · · · · · · ·		·				
Document			Date (Month, D	av Year)	· · · · · · · · · · · · · · · · · · ·	AGENCY INFORMATION Agency Name						
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Vendor Na	me		· · · · · · · · · · · · · · · · · · ·			Agency Number						
1	ROND SAVAGE	:				030						
Address (N	umber, Street)			·		Social Sec	urity N	ımber or	٢		1099 Code	
	O. Box Number)					Federal I.D	. Numl	er			1099 Code	
City, State a	and Zip Code		-			Vendor Nur	nber				<u>. </u>	
INDIAN	NAPOLIS, IN 4620	02										
				AREA BE	LOW TO BE C	OMPLETED	BY AG	ENCY				
DATE	AMOUNT	FUND	OBJECT	CENTER	LOAN/I	NV/NBR	QTY.	UNIT		DESCRIP	TION	
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GROSS AMOUNT: \$ 3,888.89					G	overn	or's Offi	ice				
I certify that	t this claim is correct a	and valid ar	nd is a proper ci	harge against the	State Agency	y, Fund and C	enter	Indicate	d.			
Authorized Signature of State Agenty					Date (Month, Day, Year)							
Pursuant to t	the provisions and per	alties of in	diana Code 5-1	1-10-1-1 certify the	at the foregol	ng Fund and	Cente	r is just	and correc	<u>' </u>	<u> </u>	
that the amo	unt claimed is legally	due, after a	llowing all just	credits, and that r	no part of the	same has be	en pai	d.		•	.*	
	Signature of Ve	ndor				Date (Month, Day, Year)						

3,888.89



VOUCHER ABSTRACT - FORM A-3

State Form 22933 (R3/1-96)

Approved by the State Board of Accounts, 1996.

NOTICE: Use this as a covering transmittal for vouchers chargeable. Send two copies to the Auditor of State of Indiana.

STGNATURI	ES FOR APPROVAL	AGENCY FILL IN	
Governor's Office Signature	1. L	Fund / Object / Center 1000/539000/478510	
Date Received (Mo., Day, Yr.)	Date Approved (Mo., Day, Yr.)	Agency Name Governor's Office	
Budget Agency Signature		Agency Number 030	
Date Received (Mo., Day, Yr.)	Date Approved (Mo., Day, Yr.)	AGENCY LEAVE BLANK	
<i>y</i> .		Control Group Number	
	PAYEE (Double Space, use reverse side if nec	essary	AMOUNT
CAMERON D SAVAGE		171706	
539000		3,888.89	3,888.89

030 GOVERNOR, OFFICE OF THE

>*NOTIFICATION OF EFT DEPOSIT*<

BANK NAME: CHASE BANK

PAYMENT FOR INVOICE #

CO3OOOOO690 FUND CENTER AGY

DEPOSIT WAS MADE ON 06/26/2007 FUR ***********3,888.89 ADDT'L INFO: MAY 31, 2007

1000 478510 030

SAVAGE, CAMERON D

INDIANAPOLIS, IN

46202

FROM THE OFFICE OF: AUDITOR OF STATE OF INDIANA ROOM 240 STATE CAPITOL BLDG INDIANAPOLIS IN 46204 TIM BERRY AUDITOR

478510 5*3*900

Page 1 of 1

Exhibit J

NC

Fritz, Pam

From: Burdick, Betsy

Sent: Wednesday, May 23, 2007 10:49 AM

To: Fritz, Pam

Subject: RE: Information Requested

Thanks. For our records, May 22nd was Cam Savage's last day with out office. He worked exactly 16 full days. There are 24 work days in the Month of May and his contract states that he was to be paid monthly \$5,833.00. Doing the math (16/24) * \$5833 = \$3888.89 that he is owed for his services during his time.

Thanks!

Betsy

Exhibit K

Process Date - JUN 4,2007

* New Hire *

Employee Number - 0175

EMPLOYEE PERSONNEL PROFILE

CAMERON D SAVAGE

Clock Number Social Security

Employment Status Employment Type

Job Title Division

Department Group Location Shift Code

0102 0

STATE

000000

New Hire

Full Time Employee

EEOC Job Category

Shift Premium Paid? No Not Assigned a W/C Code

Address Line 1 Address Line 2 City, State Zip Code

Telephone Number Gender Identity Ethnic Identity Not Reported Birth Date / Age

Hire Date / Seniority MAY 22,2007 Company Funded Pension? Wo

INDIANAPOLIS, IN 46202-0000

(000) 000-0000 Male

White or Caucasian

13 DAYS

PAY DATA

Workers Comp

Pay Frequency Normal Hours

Bi-Weekty 80.00 Overtime Status Exempt

Per Pay Salary Hourly Rate 2 Hourly Rate 3

2884.62 *

Lost Raise/Review Date Next Raise/Review Date Est Annual Compensation MAY 22,2007 MAY 22,2008 75,000.12

TAXATION

Code	Name	Description	In Net	Subject	Auth ID	Status	Deps	Table Overrides
TFI	FICA	FICA TAX	Yes	Yes	FED			
T FU	FUTA	FEDERAL UNEMPLOYMENT TAX	No	Yes	FUTA			
T FW	FED WTH	FEDERAL WITHHOLDING TAX	Yes	Yes	FED	Single	02	
7 LC	LOCAL	LOCAL WAGE TAX	Yes	Yes	MARIN			
T MC	MEDFICA	FICA MEDICARE TAX	Yes	Yes	FED			
T 5T	STATE	STATE INCOME TAX	Yes	Yes	IN	Single	00	
T UI	CO UNEM	EMPLOYER UNEM. CALC	No.	Yes	INUC			

DEDUCTIONS & BENEFITS

Code	Name	Description	In Net	Amount/%	YTO Maximum	Goat	Catc Type	ACH.	Base
D 32	SIMPEES	SIMPLE EMPLOYEE \$\$	Yes	100.00	10500.00		\$-Amount	No	SMPIRA
D 40	PRE/INS	PRE TAX INSURANCE	Yes	26.71			% -Amount	No	CAFES
D 80	PERS IN	PERSONAL HOURS ACCRUED	Na				\$-Amount	No	
D 81	PERSBAL	PERSONAL HOURS BALANCE	No	100.0000			P-Percent	No	STUB
D 82	VAC IN	VACATION HOURS ACCRUED	Na				\$-Amount	No	
D 83	VAC BAL	VACATION HOURS BALANCE	No	100.0000			P-Percent	No	ŞTÜB
D BO	PARK	PARKING	Yes	15.00			\$-Amount	No	

DIRECT DEPOSIT

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Çade	Name	Description	PreNated	Account Number	ABA/Routing	Bank Name	
* ND	NET PAY	BALANCE OF NET PAY				The second secon	N TO THE REAL PROPERTY.

LABOR ALLOCATIONS

Labor Code	Description	Alloc% Linked Rate	Linked W/C Classification
*102-2600	STATE-DANIELS	100,0000	

STATE OF INDIANA OFFICE OF THE GOVERNOR

Exhibit L Mitchell E. Daniels, Jr. Governor

State House, Second Floor Indianapolis, Indiana 46204

December 5, 2007

Jennifer Wagner Communications Director Indiana Democratic Party One North Capitol, Suite 200 Indianapolis, Indiana 46204

Re: Indiana Access to Public Records Request

Dear Ms. Wagner:

In response to your letter of December 4, 2007 requesting certain documents pursuant to the Indiana Access to Public Records Act, the Governor's Office provides the attached documents:

- 1. the personal services contract between Office of the Governor and Cam Savage
- 2. resignation letter of Cam Savage, effective May 22, 2007
- 3. Notice of Contract Termination, effective midnight May 22, 2007
- 4. Invoice for Professional Services
- 5. Voucher Abstract Form A-3 and Claim Voucher submitted to Auditor's Office
- 6. Notification of EFT (electronic funds transfer) Deposit

The enclosed invoice includes the description of duties performed. If you have any additional questions, please contact our office.

Sincerely,

Anita K. Samuel

Assistant General Counsel

Met C Samul

317-232-4581